

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

SANTIAGO DIAZ, individually,

Plaintiff,

V.

CITY OF LOS ANGELES; and  
DOES 1-10 inclusive,

## Defendants.

**CASE NO. CV17-04075 JAK(GJSx)**

*Hon. John A. Kronstadt, Ctrm., 10B, 10<sup>th</sup> Fl.  
Mag. Gail J. Standish, Ctrm., 640, 6<sup>th</sup> Fl.*

**[PROPOSED] STIPULATED  
PROTECTIVE ORDER<sup>1</sup>**

## **NOTE CHANGES MADE BY THE COURT IN BOLD**

## 1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does

<sup>1</sup> This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Gail J. Standish's Procedures.

1 not confer blanket protections on all disclosures or responses to discovery and that the  
2 protection it affords from public disclosure and use extends only to the limited  
3 information or items that are entitled to confidential treatment under the applicable  
4 legal principles.

5

6 **B. GOOD CAUSE STATEMENT**

7 This action involves the City of Los Angeles (“Defendants”). Plaintiff is seeking  
8 materials and information that Defendants maintain as confidential, such as personnel  
9 files of the police officers involved in this incident, Internal Affairs materials and  
10 information, video recordings, audio recordings, Use of Force investigation division  
11 materials and information and other administrative materials and information currently  
12 in the possession of Defendants and which Defendants believe need special protection  
13 from public disclosure and from use for any purpose other than prosecuting this  
14 litigation. Plaintiff is also seeking official information contained in the personnel files  
15 of the police officers involved in the subject incident, which Defendants maintain as  
16 strictly confidential and which Defendants believe need special protection from public  
17 disclosure and from use for any purpose other than prosecuting this litigation.

18 Defendants assert that the confidentiality of the materials and information sought  
19 by Plaintiff is recognized by California and federal law, as evidenced *inter alia* by  
20 California *Penal Code* section 832.7 and *Kerr v. United States Dist. Ct. for N.D. Cal.*,  
21 511 F.2d 192, 198 (9th Cir. 1975), *aff'd*, 426 U.S. 394 (1976). Defendants have not  
22 publicly released the materials and information referenced above except under  
23 protective order or pursuant to a court order, if at all. These materials and information  
24 are of the type that has been used to initiate disciplinary action against Los Angeles  
25 Police Department (“LAPD”) officers, and has been used as evidence in disciplinary  
26 proceedings, where the officers’ conduct was considered to be contrary to LAPD  
27 policy.

28 Defendants contend that absent a protective order delineating the responsibilities

1 of nondisclosure on the part of the parties hereto, there is a specific risk of unnecessary  
2 and undue disclosure by one or more of the many attorneys, secretaries, law clerks,  
3 paralegals and expert witnesses involved in this case, as well as the corollary risk of  
4 embarrassment, harassment and professional and legal harm on the part of the LAPD  
5 officers referenced in the materials and information.

6 Defendants also contend that the unfettered disclosure of the materials and  
7 information, absent a protective order, would allow the media to share this information  
8 with potential jurors in the area, impacting the rights of Defendants herein to receive a  
9 fair trial.

10 Accordingly, to expedite the flow of information, to facilitate the prompt  
11 resolution of disputes over confidentiality of discovery materials, to adequately protect  
12 information the parties are entitled to keep confidential, to ensure that the parties are  
13 permitted reasonable necessary uses of such material in preparation for and in the  
14 conduct of trial, to address their handling at the end of the litigation, and serve the ends  
15 of justice, a protective order for such information is justified in this matter. It is the  
16 intent of the parties that information will not be designated as confidential for tactical  
17 reasons and that nothing be so designated without a good faith belief that it has been  
18 maintained in a confidential, non-public manner, and there is good cause why it should  
19 not be part of the public record of this case.

20

21 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL**

22 The parties further acknowledge, as set forth in Section 12.3, below, that this  
23 Stipulated Protective Order does not entitle them to file confidential information under  
24 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the  
25 standards that will be applied when a party seeks permission from the court to file  
26 material under seal.

27 There is a strong presumption that the public has a right of access to judicial  
28 proceedings and records in civil cases. In connection with non-dispositive motions,

1 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
2 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
3 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electrics, Inc.*,  
4 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good  
5 cause showing), and a specific showing of good cause or compelling reasons with  
6 proper evidentiary support and legal justification, must be made with respect to  
7 Protected Material that a party seeks to file under seal. The parties' mere designation  
8 of Disclosure or Discovery Material as CONFIDENTIAL does not—without the  
9 submission of competent evidence by declaration, establishing that the material sought  
10 to be filed under seal qualifies as confidential, privileged, or otherwise protectable—  
11 constitute good cause.

12 Further, if a party requests sealing related to a dispositive motion or trial, then  
13 compelling reasons, not only good cause, for the sealing must be shown, and the relief  
14 sought shall be narrowly tailored to serve the specific interest to be protected. *See*  
15 *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item  
16 or type of information, document, or thing sought to be filed or introduced under seal  
17 in connection with a dispositive motion or trial, the party seeking protection must  
18 articulate compelling reasons, supported by specific facts and legal justification, for the  
19 requested sealing order. Again, competent evidence supporting the application to file  
20 documents under seal must be provided by declaration.

21 Any document that is not confidential, privileged, or otherwise protectable in its  
22 entirety will not be filed under seal if the confidential portions can be redacted. If  
23 documents can be redacted, then a redacted version for public viewing, omitting only  
24 the confidential, privileged, or otherwise protectable portions of the document, shall be  
25 filed. Any application that seeks to file documents under seal in their entirety should  
26 include an explanation of why redaction is not feasible.

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1    2. DEFINITIONS

2    2.1 Action: This pending federal lawsuit.

3    2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
4 information or items under this Order.

5    2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it  
6 is generated, stored or maintained) or tangible things that qualify for protection under  
7 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
8 Statement. This also includes (1) any information copied or extracted from the  
9 Confidential information; (2) all copies, excerpts, summaries or compilations of  
10 Confidential information; and (3) any testimony, conversations, or presentations that  
11 might reveal Confidential information.

12    2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
13 support staff).

14    2.5 Designating Party: a Party or Non-Party that designates information or  
15 items that it produces in disclosures or in responses to discovery as  
16 “CONFIDENTIAL.”

17    2.6 Disclosure or Discovery Material: all items or information, regardless of the  
18 medium or manner in which it is generated, stored, or maintained (including, among  
19 other things, testimony, transcripts, and tangible things), that are produced or generated  
20 in disclosures or responses to discovery in this matter.

21    2.7 Expert: a person with specialized knowledge or experience in a matter  
22 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
23 expert witness or as a consultant in this Action.

24    2.8 House Counsel: attorneys who are employees of a party to this Action.  
25 House Counsel does not include Outside Counsel of Record or any other outside  
26 counsel.

27    2.9 Non-Party: any natural person, partnership, corporation, association or other  
28 legal entity not named as a Party to this action.

1       2.10 Outside Counsel of Record: attorneys who are not employees of a party to  
2 this Action but are retained to represent or advise a party to this Action and have  
3 appeared in this Action on behalf of that party or are affiliated with a law firm that has  
4 appeared on behalf of that party, and includes support staff.

5       2.11 Party: any party to this Action, including all of its officers, directors,  
6 employees, consultants, retained experts, and Outside Counsel of Record (and their  
7 support staffs).

8       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
9 Discovery Material in this Action.

10       2.13 Professional Vendors: persons or entities that provide litigation support  
11 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
12 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
13 their employees and subcontractors.

14       2.14 Protected Material: any Disclosure or Discovery Material that is designated  
15 as “CONFIDENTIAL.”

16       2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
17 from a Producing Party.

18

19       3. SCOPE

20       The protections conferred by this Stipulation and Order cover not only Protected  
21 Material (as defined above), but also (1) any information copied or extracted from  
22 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
23 Material; and (3) any testimony, conversations, or presentations by Parties or their  
24 Counsel that might reveal Protected Material.

25       Any use of Protected Material at trial shall be governed by the orders of the trial judge.  
26 This Order does not govern the use of Protected Material at trial.

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1       4. DURATION

2       The Parties agree that they are *contractually bound* to the confidentiality  
3       obligations imposed by this Order until a Designating Party agrees otherwise in  
4       writing or a court order otherwise directs, even after final disposition of this  
5       action. Final disposition shall be deemed to be the later of (1) dismissal of all  
6       claims and defenses in this Action, with or without prejudice; and (2) final  
7       judgment herein after the completion and exhaustion of all appeals, rehearings,  
8       remands, trials, or reviews of this Action, including the time limits for filing any  
9       motions or applications for extension of time pursuant to applicable law.  
10      However, once a case proceeds to trial, information that was designated as  
11      **CONFIDENTIAL** or maintained pursuant to this protective order used or  
12      introduced as an exhibit at trial becomes public and will be presumptively  
13      available to all members of the public, including the press, unless compelling  
14      reasons supported by specific factual findings to proceed otherwise are made to  
15      the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81  
16      (distinguishing “good cause” showing for sealing documents produced in  
17      discovery from “compelling reasons” standard when merits-related documents  
18      are part of court record). Accordingly, the terms of this protective order do not  
19      extend beyond the commencement of the trial.

20

21       5. DESIGNATING PROTECTED MATERIAL

22           5.1 Exercise of Restraint and Care in Designating Material for Protection.

23       Each Party or Non-Party that designates information or items for protection under  
24       this Order must take care to limit any such designation to specific material that  
25       qualifies under the appropriate standards. The Designating Party must designate for  
26       protection only those parts of material, documents, items or oral or written  
27       communications that qualify so that other portions of the material, documents, items or  
28       communications for which protection is not warranted are not swept unjustifiably

1 within the ambit of this Order.

2 Mass, indiscriminate or routinized designations are prohibited. Designations  
3 that are shown to be clearly unjustified or that have been made for an improper purpose  
4 (e.g., to unnecessarily encumber the case development process or to impose  
5 unnecessary expenses and burdens on other parties) may expose the Designating Party  
6 to sanctions.

7 If it comes to a Designating Party's attention that information or items that it  
8 designated for protection do not qualify for protection, that Designating Party must  
9 promptly notify all other Parties that it is withdrawing the inapplicable designation.

10 **5.2 Manner and Timing of Designations.** Except as otherwise provided in  
11 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
12 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
13 under this Order must be clearly so designated before the material is disclosed or  
14 produced.

15 Designation in conformity with this Order requires:

16 (a) for information in documentary form (e.g., paper or electronic  
17 documents, but excluding transcripts of depositions or other pretrial or trial  
18 proceedings), that the Producing Party affix at a minimum, the legend  
19 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
20 contains protected material. If only a portion of the material on a page qualifies for  
21 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,  
22 by making appropriate markings in the margins).

23 A Party or Non-Party that makes original documents available for inspection  
24 need not designate them for protection until after the inspecting Party has indicated  
25 which documents it would like copied and produced. During the inspection and before  
26 the designation, all of the material made available for inspection shall be deemed  
27 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants  
28 copied and produced, the Producing Party must determine which documents, or

1 portions thereof, qualify for protection under this Order. Then, before producing the  
2 specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to  
3 each page that contains Protected Material. If only a portion of the material on a page  
4 qualifies for protection, the Producing Party also must clearly identify the protected  
5 portion(s) (e.g., by making appropriate markings in the margins).

6 (b) for testimony given in depositions that the Designating Party identifies  
7 the Disclosure or Discovery Material on the record, before the close of the deposition  
8 all protected testimony.

9 (c) for information produced in some form other than documentary and for  
10 any other tangible items, that the Producing Party affix in a prominent place on the  
11 exterior of the container or containers in which the information is stored the legend  
12 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
13 protection, the Producing Party, to the extent practicable, shall identify the protected  
14 portion(s).

15 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
16 to designate qualified information or items does not, standing alone, waive the  
17 Designating Party’s right to secure protection under this Order for such material. Upon  
18 timely correction of a designation, the Receiving Party must make reasonable efforts to  
19 assure that the material is treated in accordance with the provisions of this Order.

20

21 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation  
23 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
25 process under Local Rule 37.1 et seq.

26 6.3 The burden of persuasion in any such challenge proceeding shall be on the  
27 Designating Party. Frivolous challenges, and those made for an improper purpose  
28 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may

1 expose the Challenging Party to sanctions. Unless the Designating Party has waived or  
2 withdrawn the confidentiality designation, all parties shall continue to afford the  
3 material in question the level of protection to which it is entitled under the Producing  
4 Party's designation until the Court rules on the challenge.

5

6 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

7 **7.1 Basic Principles.** A Receiving Party may use Protected Material that is  
8 disclosed or produced by another Party or by a Non-Party in connection with this  
9 Action only for prosecuting, defending or attempting to settle this Action. Such  
10 Protected Material may be disclosed only to the categories of persons and under the  
11 conditions described in this Order. When the Action has been terminated, a Receiving  
12 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

13 Protected Material must be stored and maintained by a Receiving Party at a  
14 location and in a secure manner that ensures that access is limited to the persons  
15 authorized under this Order.

16 **7.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless otherwise  
17 ordered by the court or permitted in writing by the Designating Party, a Receiving  
18 Party may disclose any information or item designated “CONFIDENTIAL” only to:

19 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
20 as employees of said Outside Counsel of Record to whom it is reasonably necessary to  
21 disclose the information for this Action;

22 (b) the officers, directors, and employees (including House Counsel) of the  
23 Receiving Party to whom disclosure is reasonably necessary for this Action;

24 (c) Experts (as defined in this Order) of the Receiving Party to whom  
25 disclosure is reasonably necessary for this Action and who have signed the  
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

27 (d) the court and its personnel;

28 (e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

## 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior

1 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
2 parties reach an agreement on the effect of disclosure of a communication or  
3 information covered by the attorney-client privilege or work product protection, the  
4 parties may incorporate their agreement in the stipulated protective order submitted to  
5 the court.

6

7 **12. MISCELLANEOUS**

8       12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
9 person to seek its modification by the Court in the future.

10      12.2 Right to Assert Other Objections. By stipulating to the entry of this  
11 Protective Order, no Party waives any right it otherwise would have to object to  
12 disclosing or producing any information or item on any ground not addressed in this  
13 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
14 ground to use in evidence of any of the material covered by this Protective Order.

15      12.3 Filing Protected Material. A Party that seeks to file under seal any Protected  
16 Material must comply with Local Civil Rule 79-5. Protected Material may only be  
17 filed under seal pursuant to a court order authorizing the sealing of the specific  
18 Protected Material at issue. If a Party's request to file Protected Material under seal is  
19 denied by the court, then the Receiving Party may file the information in the public  
20 record unless otherwise instructed by the court.

21

22 **13. FINAL DISPOSITION**

23      After the final disposition of this Action, as defined in paragraph 4, within 60 days  
24 of a written request by the Designating Party, each Receiving Party must return all  
25 Protected Material to the Producing Party or destroy such material. As used in this  
26 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
27 summaries, and any other format reproducing or capturing any of the Protected  
28 Material. Whether the Protected Material is returned or destroyed, the Receiving Party

1 must submit a written certification to the Producing Party (and, if not the same person  
2 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
3 category, where appropriate) all the Protected Material that was returned or destroyed  
4 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
5 compilations, summaries or any other format reproducing or capturing any of the  
6 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
7 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
8 legal memoranda, correspondence, deposition and trial exhibits, expert reports,  
9 attorney work product, and consultant and expert work product, even if such materials  
10 contain Protected Material. Any such archival copies that contain or constitute  
11 Protected Material remain subject to this Protective Order as set forth in Section 4  
12 (DURATION).

13 14. **VIOLATION**

14 Any violation of this Order may be punished by appropriate measures including,  
15 without limitation, contempt proceedings and/or monetary sanctions.

16 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

18 DATED: February 22, 2018



20 **GAIL J. STANDISH**  
21 **UNITED STATES MAGISTRATE JUDGE**

22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

4 I, \_\_\_\_\_ [print or type full name], of  
5 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I  
6 have read in its entirety and understand the Stipulated Protective Order that was issued  
7 by the United States District Court for the Central District of California on [date] in the  
8 case of \_\_\_\_\_ **[insert formal name of the case and the number and initials  
assigned to it by the court]**. I agree to comply with and to be bound by all the terms  
9 of this Stipulated Protective Order and I understand and acknowledge that failure to so  
10 comply could expose me to sanctions and punishment in the nature of contempt. I  
11 solemnly promise that I will not disclose in any manner any information or item that is  
12 subject to this Stipulated Protective Order to any person or entity except in strict  
13 compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court for the  
16 Central District of California for enforcing the terms of this Stipulated Protective  
17 Order, even if such enforcement proceedings occur after termination of this action. I  
18 hereby appoint \_\_\_\_\_ [print or type full name] of  
19 \_\_\_\_\_ [print or type full address and  
20 telephone number] as my California agent for service of process in connection with  
21 this action or any proceedings related to enforcement of this Stipulated Protective  
22 Order.

23 | Date: \_\_\_\_\_

24 | City and State where sworn and signed: \_\_\_\_\_

26 | Printed name: \_\_\_\_\_

28 | Signature: \_\_\_\_\_